



**U.S. Department of Housing
and Urban Development**

Denver Field Contracting Operations
633 - 17th Street
Denver, CO 80202-3607

<http://www.hud.gov/cts/ctsdn.html>

December 7, 2000

Office of the Chief Procurement Officer

Dear Prospective Offeror:

The enclosed Request for Proposal (RFP) R-DEN-01641 is for the purpose of acquiring Closing Agents for the HUD Santa Ana Homeownership Center.

The solicitation consists of four parts, Part I, II, and III will constitute the contract document(s) anticipated as being awarded as a result of this solicitation. Part IV contains instructions and forms for submission of proposals: Section K provides the forms to be completed and submitted with your proposal; Section L provides instructions concerning submission of proposals; and Section M describes the basis for proposal evaluation and contract award.

If you would like to compete for this contract, please submit a proposal in accordance with Section L of the RFP. Submit your proposal to the address specified in Block 7 of the enclosed SF-33 by the deadline set forth in Block 9 of the SF-33. HUD will not accept proposals via fax machine. HUD will evaluate your proposal and decide whether you will be selected as a contractor.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1		OF 27 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. R-DEN-01641		4. TYPE OF SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12-06-00		6. REQUISITION/PURCHASE NO R-2000-9JH-00335	
7. ISSUED BY: U.S. Department of Housing & Urban Development Denver Field Contracting Operations, 8ANC 633 17th St., Denver, CO 80202-3607				8. ADDRESS OFFER TO (If other than Item 7)					

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 633 17th Street, 14th Floor Denver, CO 80202 until 2:30 p.m. local time 01-09-01 mountain daylight saving time (Hour) (Date)	
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CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME Donna L. Mylius		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (303) 672-5281			
11. TABLE OF CONTENTS							
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X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C.2304 (c) () 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN G.3 (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY SOZA 2777-B HEARTLAND RD. FALLS CHURCH, VA 22043	
26. NAME OF CONTRACTING OFFICER (Type or print) Gay E. Julian		27 UNITED STATES OF AMERICA (Signature of Contracting Officer)		28 AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

33-132

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (Rev 9-97)
Prescribed by GSA FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES

The contractor shall provide closing services for the U.S. Department of Housing and Urban Development (HUD) on HUD-owned single family properties (1-4 units) located in the geographic area under the jurisdiction of the Santa Ana Homeownership Center (SAHOC).

B.2 GEOGRAPHIC AREA

Geographic Area #1

State of California: Counties of Alameda, Alpine, Almadore, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humbolt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, San Francisco, San Joaquin, Sacramento, Shasta, Sierra, Siskiyou, Solono, Sonoma, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

Geographic Area #2

State of California: Counties of Contra Costa, Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Mateo, Santa Clara, Santa Cruz, Stanislaus, and Tulare.

B.3 MINIMUMS, MAXIMUMS, AND ESTIMATES

Geographic Area #1

The government will order a minimum quantity of 50 closings per year under this contract and does not guarantee the maximum quantity of 2500 closings per year. However, the maximum quantity to be ordered will not exceed the maximums set forth. The estimated quantity of 1500 closings per year is an estimate only.

Geographic Area #2

The government will order a minimum quantity 100 closings per year under this contract and does not guarantee the maximum quantity of 4000 closings per year. However, the maximum quantity to be ordered will not exceed the maximums set forth. The estimated quantity of 2900 closings per year is an estimate only.

The quantities delineated above are not assignments made by the M&M and represent closed actions only. The minimum and maximum quantities do not include aborted closings and cancellations.

HUD reserves the right to unilaterally increase or selectively assign properties in geographic areas or to administratively revise the geographic area in accordance with the Changes Clauses of the contract, if such action is determined to be in the best interest of the government. HUD is under no obligation to assign properties exceeding the minimum quantities specified above.

B.4 PRICE SCHEDULE

The unit price per closing specified herein shall be inclusive of all costs, including the cost of phones, postage, shipping, delivery costs, courier costs, express mail, faxing, document reproducing, wire transfer fees and all office requirements as referenced in this contract.

(A) Geographic Area #1

CONTRACT LINE ITEM NUMBER	PERFORMANCE PERIOD	UNIT	MINIMUM	MAXIMUM	ESTIMATE	UNIT PRICE
CLIN 0001	Base Year	EA.	50	2500	1500	\$
CLIN 0002	Option Year 1	EA.	50	2500	1500	\$
CLIN 0003	Option Year 2	EA.	50	2500	1500	\$

(B) Geographic Area #2

CONTRACT LINE ITEM NUMBER	PERFORMANCE PERIOD	UNIT	MINIMUM	MAXIMUM	ESTIMATE	UNIT PRICE
CLIN 0004	Base Year	EA.	100	4000	2900	\$
CLIN 0005	Option Year 1	EA.	100	4000	2900	\$
CLIN 0006	Option Year 2	EA.	100	4000	2900	\$

B.5 THIRD PARTY CLOSINGS

Third party closings are not permitted under this contract.

B.6 ABORTED CLOSINGS

- (a) The contractor shall be paid 15 percent of the unit price per paragraph B.4 should a sale not close despite the good faith efforts of the contractor. This fee will not be paid where the contractor cannot provide the required evidence of a properly opened escrow and collection of the required earnest money deposit. This evidence shall be attached to the contractor's invoice. The invoice shall include all documentation described in paragraph G.1-- Payment Schedule and Invoice Submission.
- (b) The contractor shall be held responsible for immediately notifying the Management & Marketing (M&M) of such canceled closings. Any unpaid tax, utility, or Homeowners Association bills which were forwarded to the contractor for payment at closing shall be immediately returned to the Government Technical Representative/Government Technical Monitor (GTR/GTM) or designee for prompt payment. The contractor shall be held financially responsible if HUD incurs penalties due to the its failure to comply with this provision.
- (c) Upon receipt of notification from the M&M that a purchaser has not performed in closing a contract, the contractor shall disburse the earnest money deposits within one (1) business day.

B.7 ADDITIONAL FEES

The contractor may not collect, from any party, any fees for services required hereunder and/or associated with escrow closings conducted under this contract beyond the unit prices set forth in B.4. HUD-1's issued under this contract shall reflect only the escrow fees shown in this section for all services performed by the closing agent. No other costs for escrow services shall paid to the contractor by the buyer, lender or the seller. Separate fees for Lender Escrows are prohibited.

B.8 INTEREST INCOME

Service: Closing Services

Solicitation No: R-DEN-01641

Contract No: C-DEN-

In no case shall the contractor be authorized to earn any interest income (such as escrow account interest float income) as a result of services provided under this contract.

SECTION C - STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

- (a) The contractor shall provide a fully staffed and equipped office in each geographic area for which a contract is awarded, and shall furnish the necessary satellite offices, services, personnel, training of personnel, materials, equipment, facilities and transportation to perform all services. The contractor's employees shall maintain a professional demeanor at all times. Closing documents may be signed at the contractor's satellite offices for the convenience of the purchaser, however, all files and records shall be maintained at the contractor's office designated by the GTR/GTM as being most convenient for the government.
- (b) The contractor's office shall be open during the core hours from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, with the exception of federal holidays and shall not be closed on any day that the HUD office is open. The contractor shall provide an office manager responsible for performance of the work under the contract. The name of this person and an alternate who can act in the absence of the manager shall be stated in the Key Personnel Clause in section I. The manager shall have full authority to act for the contractor on all contractual matters relating to daily operations of this contract and shall be available during core working hours to meet with HUD staff to discuss problems or other issues.

C.2 DEFINITIONS:

- (a) "CLOSING" or "SALES CLOSING" - The execution of all documents necessary to close the transaction. This includes the investigation made on behalf of HUD to determine proper execution, acknowledgment, and delivery of all conveyances, mortgage papers, and other title instruments which may be necessary to the consummation of the sales transaction and includes, but is not limited to, any proration of costs between the purchaser and HUD, the passing of consideration, the proper disbursement of all proceeds, and all necessary papers being properly filed of record. Closing papers shall be sent by courier or overnight mail for purchaser's signature at the purchaser's expense under special circumstances with the written permission of the GTR or designee. Where financing is involved, written approval from the lender shall also be obtained. Documents signed by purchaser outside of the contractor's office must be notarized.
- (b) "CONTRACT" - A mutually-binding, legal relationship obligating the seller to furnish the supplies or services and the purchaser to pay for them.
- (c) "CONTRACTING OFFICER" - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.
- (d) "DAY" - A calendar day, unless otherwise specified.
- (e) "FHA" - Federal Housing Administration.
- (f) "GTM" - Government Technical Monitor.
- (g) "GTR" - Government Technical Representative.
- (h) "HUD" - The U.S. Department of Housing and Urban Development. The terms "Department of Housing and Urban Development", "HUD" and "Government" shall be synonymous and may be used interchangeably in this contract.
- (i) "KEY PERSONNEL" - For this contract are defined as the office manager, alternate office manager, and any person(s) responsible to perform and oversee document preparation. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (i.e. president, legal assistant, etc.) shall be considered key personnel.

- (j) “M&M” - The Management and Marketing contractor. Effective March 29, 1999, the administration of the HUD Real Estate Owned (REO) sales program was given to private management and marketing companies who are under contract with the Department. The M&M handles all aspects of the program, including sales and closings. The contractor shall coordinate all escrow closing activities with the local M&M unless otherwise instructed in writing by the GTR/GTM. The name of the M&M will be provided upon contract award.
- (k) “OFFICE” - A place of business located within the boundaries of each geographical area covered in the contract. Within this place of business, at least one (1) employee, who is a covered employee on HUD's national surety bond, shall be available throughout the business day to carry out the functions of the office.
- (l) “TABLE FUNDED” - Funds available and transferred to HUD at the time of closing, unless prohibited by state statute.
- (m) “TASK ORDER” - An order for services placed against an established contract or with government sources.
- (n) “THIRD PARTY CLOSING” - Any closing conducted by a closing agent not under contract to HUD to perform such closings. This does not include closings performed by a subcontractor of an authorized, contractually-bound HUD closing agent.

C.3 PRIMARY OBJECTIVES

- (a) The contractor shall close the sale of all properties assigned to the contractor within the time stipulated by the Sales Contract, HUD-9548. (See Section J.)The maximum time allowed for sales closing is 60 days from the date of execution of the HUD-9548, or other time frame as may be stipulated by the Sales Contract, whichever is less.
- (b) The contractor shall process and handle any and all loan documents the lender requires for a customary HUD escrow closing. In closing a loan, to ensure there are no delays, the contractor shall provide timely processing and delivery of the signed loan documents to the lender. At no time shall the cost of expediting lender loan documents be passed on to the purchaser or HUD.
- (c) The contractor shall make prompt and accurate payment of all closing charges.
- (d) The contractor shall initiate and confirm the wire transfer of the net proceeds of each sale (Request to Wire Transfer Funds, SAMS-1103, Section J) to HUD's account with the U.S. Treasury on the day of closing or no later than the next banking day.
- (e) The contractor shall submit the complete and accurate closing package to the M&M within two (2) business days of closing.
- (f) The contractor shall comply with the Santa Ana HOC property sales incentive directives.

C.4 COMPUTER REQUIREMENTS

The contractor's computer system shall be equipped with Internet access and e-mail software as approved by the GTR/GTM in order to communicate electronically with the GTR/GTM and the M&M. At a minimum, the contractor's system shall be equipped with an automated closing process software package and Microsoft Word 7.0.

C.5 ALLOWABLE CLOSING EXPENSES

The contractor shall pay only those costs determined to be reasonable and customary for the local real estate market area. The expenditures listed below, as herein qualified, shall be paid at time of closing by the contractor from HUD's sales proceeds. In the event that sales proceeds are insufficient to pay all allowable expenses, the contractor shall make advance payment from its general fund, and request reimbursement from HUD via the submittal of an invoice. (See section G.) The ceiling amount for cost reimbursement under this item is \$10,000.00. Any property

sales situation that will exceed the \$10,000.00 limit shall be discussed with the GTR for instructions on how to proceed prior to the closing.

- (a) Closing/Finance Costs: Pay actual closing/financing costs, not to exceed the amount specified in Line #5 of the HUD-9548. At time of contract award the GTR will provide the contractor with a list of "HUD allowable closing costs" for both purchaser and seller. Whenever the current list changes, the GTR will provide updates as needed.
- (b) Real Estate Broker's Commission and Broad Listing Broker Commission. Pay the amounts shown in Line #6A and #6B of the Sales Contract.
- (c) Unpaid Real Estate Taxes, Liens, Municipal Utilities and Homeowners Association (HOA) Fees. Identify in advance of the scheduled closing date any and all amounts related to these items which are owed by HUD. Upon approval by the M&M or GTR, pay these amounts. In the event that the closing agent receives a post closing demand, which resulted from the closing agent's errors, miscalculations or omissions, the closing agent shall pay the demand out of its company funds. The closing agent shall be responsible to pay any penalties incurred by HUD due to its error miscalculations or omissions. The penalties must be paid by the contractor and will not be reimbursed by HUD. The contractor shall subtract the penalties for which it is responsible from the bill/invoice before requesting reimbursement from HUD. The contractor shall submit a prepared SAMS 1106 and proper invoice (see section G for invoice requirements) to the M&M for approval which is then sent to HUD by the M&M for reimbursement.

C.6 SPECIFIC REQUIREMENTS

(a) Work Assignments

The M&M shall make closing assignments to the contractor through the issuance of a copy of the executed Sales Contract. Closing assignments may be placed in writing or orally by the M&M or other person(s) specifically designated in writing by the GTR/GTM. Telephone assignments will be confirmed by a written assignment within five (5) business days.

For each closing action required, the M&M shall provide a closing package to the contractor consisting of the following items:

- (1) Copy of the executed Sales Contract (HUD-9548), with any addendum.
- (2) Documentation regarding rents due to HUD (when purchaser is HUD's tenant).
- (3) Bulk sales listing, if applicable.
- (4) Copy of Title Evidence, if available. (Note: HUD does not require a title policy to close HUD properties. The contractor shall not influence the purchaser to purchase a title policy. The purchase of a title policy is strictly at the purchaser's discretion.)
- (5) Tax information.
- (6) Homeowner Association (HOA) bills and utility bills, where applicable.
- (7) Any other forms of information required by the GTR or designee.

NOTE : All escrow accounts shall be opened within 72 hours of receipt of the closing package from the M&M. If the selling broker fails to submit the purchaser's required earnest money deposit within the 72 hour time frame, the contractor shall immediately return the closing package to the M&M contractor with the notation "Purchaser failed to open escrow." At no time shall the contractor prepare escrow instructions or begin the closing process until the required earnest money funds are collected. Failure by purchaser to open escrow does not constitute an aborted closing and does not entitle the contractor to any fee for the unopened escrow.

(b) Contract Duties - The contractor shall complete the following services:

- (1) Establish individual property files and maintain in numerical sequence by FHA case number, or establish a cross-reference system whereby case is readily identified by case number. Include the purchaser's name and address.

- (2) Coordinate with M&M contractor, purchaser, broker, and if appropriate, mortgagee, to establish a firm closing date on or before that date specified in Item 9 of the Sales Contract. The contractor shall be responsible for notifying the M&M or GTR/GTM of all late closings.
- (3) Order Preliminary Title Report and forward to the M&M within seven (7) business days of initial assignment. Complete a title examination, including the land, judgment and tax records, and any other records which may contain information which affects the marketability of title or may reflect a lien, encumbrance or defect on the title, from the date of the acquisition of the title by the Secretary of HUD until the date the closing package is assigned to the contractor. Clear all routine title issues which arose during this time period in sufficient time to prevent delays in closing and in accordance with specific instructions provided by the M&M or GTR designee. Provide the M&M, unless otherwise instructed by the GTR, with a Report of Title reflecting the status of the title for the period of the title examination. Follow the directions of the M&M or GTR regarding the disposition of any defects, liens or encumbrances on the title as reflected in the Report of Title.

NOTE: If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the work requirement above shall be considered a conflict of interest, and the contractor shall not perform the review of the title examination. However, the contractor shall remain responsible for having such work performed.

- (4) Provide pick-up and delivery service, at the contractor's expense, to the M&M before 2:00 p.m. daily if the M&M is located within the commuting distance of the contractor, or express mail next day delivery, also at the contractor's expense, if the contractor is outside of the M&M commuting area. This service shall be used for all closings regardless of where they take place. Regular mail of the closing packages to M&M is unacceptable.

If the closing agent has multiple office locations, brokers and agents may deliver documents to the closest convenient location. The closing agent shall then be responsible for ensuring said documents are received at the designated location by the escrow officer who is responsible for the HUD closing no later than the next business day.

- (5) Prepare Deed and Escrow instructions, and forward same with a copy of earnest money check to the M&M within seven (7) business days of initial assignment. Include advice on any title or tax problem. HUD holds the contractor responsible for accurate preparation of deed and escrow instructions. Notify the M&M five (5) business days prior to the anticipated closing, so the deed can be executed and it can be returned to the contractor prior to the scheduled sales closing. The M&M is prohibited from executing deeds earlier than five (5) business days prior to the actual date of closing.
- (6) Verify that all rental monies due HUD have been paid outside settlement if the purchaser is HUD's tenant. If any due amounts have not been paid, ensure such payment is made prior to closing.
- (7) Explain all closing papers and documents to purchaser.
- (8) Administer requests by brokers for extensions of sales closing date. Requests shall be made in writing via the Closing Extension Request and all requests shall be accompanied by the full non-refundable fee (cash, cashier's or certified check, money order) as required by HUD. At no time shall the contractor forward a request for extension without having received the required extension funds. Upon receipt of an extension request:
 - (i) Fax to the M&M an extension request with a copy of the extension check and any other required or relevant documents. The M&M shall in turn fax its approval/disapproval to the contractor. If the M&M approves the extension request, deposit the extension funds in the appropriate escrow account and hold for closing.
 - (ii) Advise sales broker of the M&M's decision.

- (iii) Extensions shall only be given on a case-by-case basis and shall only be granted when the purchaser or broker/agent provides proof of imminent credit approval from the lender or when there are extreme or extenuating circumstances which prevent the purchaser from closing on the scheduled date in Block 9 of the Sales Contract.
- (iv) If request is denied by the M&M, return extension fee to broker within 24 hours of the denial, with instructions that sale must close by previously scheduled date.
- (v) At closing the extension fee shall not to be applied to the amount due from purchaser, unless the sale closes prior to expiration of the extension. In such cases, purchaser is to be credited with any unused portion of the fee, prorated on a calendar day basis.
- (vi) Include the full amount of the extension fee on lines 104 and 404 of the HUD-1.
- (vii) If the purchaser is credited with any portion of the extension fee, include the credited amount on line 206 and 506 of the HUD-1.

NOTE: Under no circumstances shall an extension beyond the established closing deadline to be granted without the M&M's approval. If a case is not closed by the scheduled date and not extended by GTR/GTM or designee, the closing papers shall be returned to the M&M within a time stated by the M&M together with a statement describing the actions taken to close the sale.

(9) At Closing

- (i) Complete and execute the HUD-1 and certification in the block indicated for contractor. The contractor shall not sign for HUD as the seller. Since accurate completion of the HUD-1 is essential to timely processing, the contractor shall use an automated closing process software package available commercially or develop such a package so as to substantially reduce errors. This package helps to eliminate the need for HUD to review the HUD-1 prior to closing.
- (ii) Unless payable by HUD, collect recording fees from purchaser and record the deed. Under no circumstances shall the recording of the deed be left to the purchaser.
- (iii) Accept only cash or certified funds (bank wire, cashiers check, or certified check or money order) made payable to contractor.
- (iv) Record the treasury wire transfer fee in Section L, Additional Charges, of the HUD-1. Include this same fee on Line 502 of the HUD-1.
- (v) Provide sufficient documentation to show taxes have been paid and pro-rated correctly. This documentation shall be submitted with the closing package.
- (vi) From HUD's sales proceeds, pay any allowable expenses identified in section C.5 which are due and payable at the time of closing. Unpaid property taxes, HOA fees, utilities, etc. for the current year must be prorated and paid at the time of closing. Unpaid taxes, HOA fees, utilities, etc. for the current year must be prorated and paid at the time of closing. The M&M shall be kept fully informed of these transactions.
- (vii) To qualify to purchase a home through the Officer Next Door Program (OND) or the Teacher Next Door Program (TND), a law enforcement officer or teacher must agree to execute a second mortgage (Deed of Trust) and subordinate note in the name of HUD. (See HUD notice 99-30). It shall be the responsibility of the contractor to accurately prepare and provide for all OND/TND Closings a Second Mortgage (Second Deed of Trust) and Subordinate Note which must be executed by the OND/TND purchaser at closing. The contractor shall ensure that the HUD case number is reflected on both the Second Mortgage (Second Deed of Trust) and Subordinate Note. Please note: The Second Mortgage (Second Deed of Trust) and Subordinate Note must conform with all state requirements per the instructions contained in Appendix III of HUD Handbook 4165.1, Rev-1, Chg-3. The contractor shall

indicate the following recording instructions on Second Mortgages (Second Deed of Trust):

Record and Return:
U.S. Department of HUD
Attention: Director, Program Support
Santa Ana Homeownership Center
600 N. Broadway
Santa Ana, CA 92706

(10) After Closing

- (i) On the day of closing or the next banking day, deposit the sales proceeds using the SAMS-1103, Request to Wire Transfer Funds and initiate the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by the M&M.
- (ii) Obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds as shown on the HUD-1 was wire transferred via FEDWIRE to HUD using the correct FHA case number and account number. Fax confirmation to the M&M. If funds are transferred by means other than FEDWIRE, due to electrical malfunction, closing agent must obtain typed verification with bank teller date stamp and initials.
- (iii) For bulk sales, complete the Bulk Sales Listing provided by the GTR/GTM or designee and forward a listing showing the FHA case number and section of the U.S. Code, property address, and net sales proceeds for each property included in the sales to HUD, Attn.: Real Property Branch, P.O. Box 44813, Washington, DC 20410-4813 or fax it to (202) 619-8133, immediately following closing. A copy of this listing shall also be forwarded to the M&M contractor with the closing documents.
- (iv) No later than the next business day following closing, file the Grant Deed for record and provide the following entities with written certification of the filing:
 - (A) M&M
 - (B) Selling broker (unless present at closing)
 - (C) Taxing Authorities
 - (D) Homeowners Association, if applicable
 - (E) Utility Companies
- (v) Deliver the closing package to the M&M no later than two (2) business days after closing. This package must include:
 - (A) Original plus one (1) copy of the HUD-1 with HUD-1 Certification.
 - (B) Final Settlement Statement.
 - (C) Copy of documentation to show taxes have been paid and pro-rated correctly.
 - (D) Copy of the Wire Transfer confirmation.
 - (E) Copy of the Deed that was sent for recordation.
 - (F) Completed Second deed of Trust and copy of the Executed Note.
 - (G) Contractors certification that all payments/deductions from the closing (including the contractors fee) have been paid from the funds deposited in the account containing the closing proceeds.
 - (H) Contractor's statement that all actions have occurred on time and no liquidated damages should be assessed (See Section F.2). Include a statement of any potential mitigating factors why the penalties should not be paid. The M&M shall review and forward it to the GTR for the final determination to retain or refund the damages penalties.

NOTE: In the event either or both of the penalty provisions become effective for a specific case, the contractor shall attach a check for the full penalty(ies) amount to the specific closing package when submitting the package to the M&M.

- (vi) If the sale was OND/TND, no later than two (2) business days after closing, the contractor shall deliver the original, executed Subordinate Note to the GTR/GTM. In addition, the contractor shall provide the GTR/GTM with written certification of the filing of the Deed of Trust/Mortgage; a copy of the Second Deed of Trust/Mortgage; a copy of the Sales Contract with addenda; and a copy of the HUD-1.
 - (vii) No later than the next business day following closing, the contractor shall be responsible for the recording of all the Second Mortgage (Deed of Trust) for all OND/TND closings as described in paragraph C.6(b)(9)(vii) above.
 - (viii) Explain and correct any errors or adjustments to the settlement statement as requested by the M&M, GTR/GTM/designee or the purchaser rising after settlement within two (2) business days of notification.
- (11) Send letters to:
- (i) The purchaser upon receipt of Sales Contract. Letter shall include a notification of acceptance, escrow number, escrow officer, close of escrow date, and type of financing and terms of extension.
 - (ii) The lender within seven (7) business days of receipt of sales contract and include the following: preliminary Title Report, Sales Contract, Appraisal, and Deposit Receipt for the Earnest Money.
 - (iii) The purchaser with a copy to the broker and lender ten (10) calendar days prior to sales contract closing deadline if a firm closing date has not been established.
 - (iv) The purchaser with a copy to the broker and lender within one (1) business day advising that closing deadline has passed and that broker should contact the M&M for additional instructions.
- (12) Reports:
- Provide to the M&M, GTR and Contracting Officer by noon on the first business day of each week a Closing Status Report of all cases assigned, which divides the cases into the following four (4) categories:
- (A) Active files (closing date not yet exceeded)
 - (B) Files scheduled for closing
 - (C) Delinquent files (no closing date established)
 - (D) Files closed during the reporting week
- (13) Maintain the complete record of each closing, keeping all information confidential. Retain all pertinent records and provide access to all files and records to the GTR/GTM, Contracting Officer, and government auditors at all times throughout the life of the contract. Minimum records to be maintained include:
- (i) Bank statements and proof of deposit for special bank account.
 - (ii) Proof of wire transfers of proceeds.
 - (iii) Canceled checks for disbursements, containing the property address and notation of types of expenses.
 - (iv) Log of all payments, recorded separately, received from HUD showing FHA case number, date, amount, purpose, and whether payment was made at or outside of closing.
 - (v) Copies of each document related to each closing performed.
- (14) Asset Control Area (ACA) Escrow Processing
- (i) Open escrow upon receipt of pre-list from M&M.
 - (ii) Order preliminary title report upon escrow opening.
 - (iii) Upon receipt of designation letter (usually within five (5) business days of escrow opening) and accepted sales contract, provide escrow instructions, grant deed, and deed acceptance letter to the M&M for signatures.

- (iv) Upon receipt of signed escrow instructions, grant deed, and deed acceptance, record the grant deed within two (2) business days.
 - (v) Close of escrow will occur when the purchaser provides sufficient closing funds or concurrent escrow to the escrow closing agent (within 89 calendar days of grant deed recordation).
 - (vi) Upon final closing, either by purchase money funds or concurrent escrow, provide completed closing package to M&M (including HUD-1) no later two (2) business days after recording.
 - (vii) Upon final closing, initiate and obtain confirmation of the wire transfer of funds to HUD within two (2) business days.
 - (viii) Upon request of the GTR/GTM, provide copies of monthly bank statement no later than five (5) business days following statement ending date.
- (c) Title documents
- (1) Store title documents (title policy, deed, etc.) which are the property of HUD in a secure cabinet furnished by the contractor; file any additional documents; extract the title document that reflects properties sold and provide to purchaser; and maintain supervision and custody of these records.
 - (2) Complete title document files shall be returned immediately to the GTR or designee upon request and/or contract termination or completion.
- (d) Maintain an adequate printed supply or have stored on a computer, the following forms:
- (1) Deeds
 - (2) HUD-1 and HUD-1 Certification
 - (3) SAMS-1103
 - (4) Extension request
 - (5) Escrow Instructions
 - (6) Final Settlement Statements
 - (7) Notice of Sale of HUD-Acquired Properties
- (e) In situations other than those described in the note to item 10(v)(H) above, upon demand by the Contracting Officer, submit a check within ten (10) calendar days of receipt of assessment of liquidated damages assessed.

SECTION D - PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)

The contractor shall package non-breakables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.2 PAYMENT OF POSTAGE AND SHIPPING COSTS

All postage and shipping costs related to the submission of the information (including reports and forms) required by this contract shall be paid for by the contractor.

D.3 MARKING

All information submitted to the Contracting Officer or GTR/GTM shall clearly indicate the contract number for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following contract clause pertinent to this section is hereby incorporated by reference (by citation number, title, and date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-4	INSPECTION OF SERVICES-FIXED-PRICE	(AUG 1996)

E.2 HUDAR 2452.246-70 INSPECTION AND ACCEPTANCE (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G, paragraph G.2(a), or other individual as designated by the Contracting Officer or GTR/GTM.

E.3 AVAILABILITY AND DISPOSITION OF RECORDS

Throughout the entire life of the contract, the Contracting Officer or duly authorized representative(s) shall have full and free access to the contractor's office as well as all the books, documents, papers and records of the contractor that are pertinent to activities under the contract, including all those books, documents, papers and records which are needed to determine whether the Department was properly billed. Upon expiration or termination of this contract, the contractor shall, within five (5) working days of notification, provide to the Contracting Officer or his/her duly authorized representative(s), all documents, individual property files, and any unused Government forms related to this contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference in accordance with FAR 52.252.2 in Section I of this contract.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242.17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 LIQUIDATED DAMAGES

(a) The following deliverables are subject to liquidated damages at the rates specified below:

(1) Delivery of final sales closing packages (per business day late) \$6.24

(2) Compliance with wire transfer procedures as detailed in Section C (per business day late):

Wire Transfer Amount x .05 x number of business days late/360 = \$ _____

NOTE: The percentage rate (.05) cited in the equation above is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulations (1 TFM 6-8000).

F.3 PERFORMANCE PERIOD

Contract performance shall commence on the date of contract award and shall continue for a period of one (1) year with two (2) one-year options.

F.4 AUTHORIZED FEDERAL HOLIDAYS

The Department of Housing and Urban Development observes the following days as holidays:

New Year's Day	Martin Luther King's Birthday	President's Day	Christmas
Memorial Day	Independence Day	Labor Day	
Columbus Day	Veterans Day	Thanksgiving Day	

And, any other day designated by federal law, Executive Order, or Presidential Proclamation.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE) (OCT 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated on each task order.
- (b) Payment Schedule. Payment will be made on a monthly basis.
- (c) Submission of Invoices. By the 10th day of the month, the contractor shall submit to the M&M for approval a monthly invoice covering aborted closing fees for the previous month. The M&M will submit the invoice to HUD for payment. The invoice shall be submitted with an original and one (1) copy and signed in blue ink. To assist the Government in making timely payments, the contractor is requested to clearly indicate on the mailing envelope that an invoice is enclosed. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232-25, "Prompt Payment" and the following information and/or attached documentation:
 - (1) Payee account number (Federal Tax ID Number)
 - (2) Accounting and appropriation data referenced in Block 21 of the SF-33
 - (3) Geographic area, property address, zip code, contractors escrow number and FHA case number
 - (4) Amount itemized for each aborted closing and a total amount for billing
 - (5) Original signature of contractor
 - (6) Copy of purchaser's earnest money check and deposit slip
 - (7) Copy of seller and purchaser's instructions
 - (8) Copy of HUD-1, Settlement statement, verifying that the amount was not paid at closing.
 - (9) Copy of closing agent's canceled check showing amount and date demand was paid
 - (10) A completed SAMS 1106
- (d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clauses 52.232-23, "Mandatory Information for Electronic Funds Transfer Payment," and 52.232-34, "Optional Information for Electronic Funds Transfer Payment."

G.2 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (OCT 1999)

- (a) The Government Technical Representative (GTR) for liaison with the contractor regarding the conduct of work is Charles Rainwater, or a successor designated in writing by the contracting officer. The contracting officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
 - (1) causes the contractor to perform work outside the scope of the contract;
 - (2) constitutes a change as defined in FAR 52.243-1;
 - (3) causes an increase or decrease in the cost of the contract;
 - (4) alters the period of performance or delivery dates; or,
 - (5) changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

G.3 AS 1102 ORDERING PROCEDURES (FEB 2000)

- (a) Orders issued under this contract may be placed via telephone, facsimile (fax) machine, or electronic mail (email). Telephone, fax, or email orders will be confirmed by an original written order within seven calendar

days.

- (b) In addition to the Contracting Officer, the following individual is authorized to issue orders under this contract:

Charles Rainwater

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2000)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products including diskettes, made under this contract:

“This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of submission.”

- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not subordinate the rights of the Government under any other clause of this contract.

H.2 CRIMINAL LIABILITY

It is understood that disclosure of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 116523 that may come to the contractor or any person under the contractor's contract in connection with the work under this contract, may subject the contractor, its agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

H.3 ADDITIONAL RESPONSIBILITIES

The contractor shall take proper health and safety precautions to protect workers, the public and the property of others. The contractor shall, without additional expense to the Government, obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, city, state, county and municipal laws, codes and regulations applicable to the performance under contract. The contractor shall ensure that these additional responsibilities apply to all subcontractors.

H.4 BONDING

The contractor shall be covered under HUD's national blanket bond. The contractor shall acknowledge in writing subrogation rights of the surety(ies) by completing an Indemnity Agreement/Subrogation form prior to start of the performance under this contract.

H.5 RECORDKEEPING

The contractor shall maintain such accounting records and files as are required by the government and shall provide access and specific answers to questions asked regarding the operation of the contract. At a minimum, accounting records shall include a cash receipts and cash disbursement register dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account.

H.6 ESCROW ACCOUNT

The contractor shall establish, at contractor's expense, a separate non-interest bearing escrow account in the name of the contractor with the restriction "As Trustee for the U.S. Department of Housing and Urban Development." Since it is a matter of individual bank policy rather than a standard operating procedure on the length of time a check is held, most certified/cashiers checks will clear in overnight processing. The escrow account, therefore, shall be

established in a bank that gives credit for the deposited check immediately upon clearance, shall issue a receipt for the deposit, and which has the capacity to transmit all of the information contained in SAMS -1103, in the exact format shown. If at any time the contractor is unable to continue compliance with these requirements, it shall immediately notify the GTR/GTM. Such notification shall describe the efforts exerted by the contractor to comply and shall include proposed actions to achieve compliance. Upon request of GTR/GTM, provide a copy of the reconciled monthly bank statement no later than two (2) business days following statement ending date and a letter affirming the statement has been reconciled. The letter shall also include the number and amount of each check which has been outstanding for longer than 60 days and the efforts put forth by the contractor to clear these checks.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

Federal Acquisition Regulations Clauses and Provisions:

<http://www.arnet.gov/far/>

U.S. Dept. Of HUD Regulations Clauses and Provisions:

<http://www.hud.gov/cts/ctshudar.html>

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractor Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan Alternate II	OCT 2000
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmation Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.223-6	Drug-Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes-Contracts Performed in U.S. Possessions or	APR 1984

	Puerto Rico	
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	MAY 1997
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer-Central	MAY 1999
	Contractor Registration	
52.233-1	Disputes	DEC 1998
	Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes-Fixed Price	AUG 1987
	Alternate I	APR 1984
52.246-25	Limitation of Liability-Services	FEB 1997
52.249-4	Termination for Convenience of Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
2452.203-70	Prohibition Against the Use of Federal Employees	DEC 1992
2452.222-70	Accessibility of Meeting, Conferences and Seminars to Persons with Disabilities	JUL 1988
2452.237-71	Reproduction of Reports	APR 1984

I.2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than one (1), the Government is obligated to purchase, and the contractor is obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:

For Geographic Area #1

- (1) Any order for single item in excess of 208;
- (2) Any order for a combination of items in excess of 208; or
- (3) A series of orders from the same ordering office within 30 business days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

For Geographic Area #2

- (1) Any order for single item in excess of 333;
- (2) Any order for a combination of items in excess of 333; or
- (3) A series of orders from the same ordering office within 30 business days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is requirements contract [i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)], the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) business days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after 60 calendar days after contract expiration.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within ten (10) days of contract expiration.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercises of any options under this clause, shall not exceed 36 months.

I.7 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

- (a) *Definition.* "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offer's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
- ☐ Offeror elects to waive the evaluation preference.
- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.8 FAR 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)

- (a) *Definitions.* As used in this clause—

“Small disadvantaged business concern” means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes a nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059(b)(1)).

“United States” means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

- (b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor 10 percent to the price of all offers, except—
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
 - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
 - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
 - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
- ☐ Offeror elects to waive the adjustment.
- (d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.9 FAR 52.244-6 SUBCONTRACTING FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) *Definitions.*

“Commercial item,” as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

“Subcontract,” as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.10 HUDAR 2452.209-71 LIMITATION ON FUTURE CONTRACTS (FEB 2000)

- (a) The Contracting Officer has determined that this contract may give rise to potential organizational conflicts of interest as defined at FAR Subpart 9.5.
- (b) A potential conflict of interest could arise if the contractor, the contractor's staff, or a first-tier subcontractor was associated in any capacity with any financial entity, title company, or attorney that processed transactions on assigned property sales closings or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD.
- (c) If the contractor, under the terms of this contract or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under any ensuing HUD contract.
- (d) The restrictions imposed by this clause shall remain in effect until contract expiration.

I.11 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

- (a) The contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (1) Award of the contract may result in an unfair competitive advantage; or
 - (2) The contractor's objectivity in performing the contract work is or might be otherwise may be impaired.
- (b) The contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

I.12 HUDAR 2452.219-71 SUBMISSION OF SUBCONTRACTING REPORTS (OCT 1999)

The contractor shall submit the Standard Form (SF) 294, Subcontracting Report for Individual Contracts and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, except that, one copy of each form and any attachments shall be submitted to: Director, Office of Small Business and Disadvantaged Business Utilization, U.S. Department of HUD, 451 Seventh Street SW, Room 3130 (SS), Washington, DC 20410-1000.

I.13 HUDAR 2452.237-70 KEY PERSONNEL (APR 1984)

The personnel specified below * are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL	POSITION/TITLE/PHONE/FAX/EMAIL
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

*contractor to complete

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS

1. HUD-9548, Sales Contract
2. SAMS-1103, Request to Wire Transfer Funds and Instructions
3. Closing Extension Request Form
4. HUD-1, Settlement Statement, and HUD-1 Certification
5. SAMS-1106, Invoice Transmittal
6. Second Mortgage (Deed of Trust) for the OND/TND Program (4 pages)
7. Subordinate Note for the OND/TND Program (4 pages)

(Note: All attachments are available upon request.)

NOTE 1: APPLICABLE PUBLICATIONS AND FORMS. All applicable HUD publications and forms referred to in this solicitation can be obtained by calling 1-800-767-7468. Forms may be downloaded from the Internet, on HUD's website, or HUDCLIPS (see <http://www.hudclips.org>).

NOTE 2: CONTRACTOR RESPONSIBILITY FOR APPLICABLE PUBLICATIONS AND FORMS. The contractor shall be responsible for obtaining all applicable publications and forms. It shall be the contractor's responsibility to ensure that all services are conducted according to current HUD publications and forms described in this contract. All of the publications and forms described in this contract are subject to revision. The GTR/GTM will, to the maximum extent possible, notify the contractor of changes to HUD publications and forms. The contractor shall inquire of the GTR/GTM whenever the contractor believes that the publication or form it is currently using has been superseded. The contractor shall obtain copies of new publications or forms whenever the contractor knows of their existence. The contractor shall be presumed to know of the existence and the content of HUD publications and forms including any changes thereto.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The following contract provision pertinent to this section is hereby incorporated by reference in accordance with FAR 52-252-1 in Section L of this contract.

Federal Acquisition Regulations Clauses and Provisions:

<http://www.arnet.gov/far/>

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (APR 1991)

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--
 - (i) those prices;
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

- (a) Definitions. "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision in order to comply with debt collection requirements of 31 U.S.C. 770(c) and 3325(d), requirements reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number(TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or business or fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality the Federal government.

- (e) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (non tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local),

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

- (f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
 TIN _____

K.4 52.204-5 WOMAN OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representations.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
- (i) The Offeror and/or any of its Principals--
- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐ within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property;
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by government entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purpose of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and

information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if other than Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) ALTERNATE I (OCT 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 54199.
- (2) The small business size standard is \$5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this

provision.] The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

“Service-disabled veteran-owned small business concern”

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern”, as used in this provision, means a concern, including its affiliates, the is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern”

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern”, as used in this provision, means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or part, for small business concerns, then the clauses in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small or small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other

provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
 - (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—
 - ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
 - ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies the requirements as 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—
 - (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontractor awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
 - ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members,

and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

K.15 AS 1910 SIGNATURE BLOCK (FEB 2000)

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) set forth penalties for making false statements in bids/proposals.

Signature

Typed Name and Title

Phone

FAX

Email

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The full text may be accessed electronically at this address:

Federal Acquisition Regulations Clauses and Provisions:
<http://www.arnet.gov/far/>

52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	FEB 2000
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of one (1) Indefinite Quantity contract with firm fixed price line items resulting from this solicitation.

L.4 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business concerns (SDB) in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 42.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICSs) Industry Subsectors or Standard Industry Codes (SIC) as

determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangements member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-delivery Address:

U.S. Department of Housing and Urban Development
Denver Field Contracting Operations, 8ANCP
633 - 17th Street, 14th Floor
Denver, CO
Attention: Gay E. Julian

Mailing Address:

U.S. Department of Housing and Urban Development
Denver Field Contracting Operations, 8 ANCP
633 - 17th Street
Denver, CO 80202-3607
Attention: Gay E. Julian

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 HUDAR 2452.209-70 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2000)

- (a) The Contracting Officer has determined that the proposed contract contains a potential organizational conflict of interest. Offerors are directed to FAR subpart 9.5 for detailed information concerning organizational conflicts of interest.
- (b) The nature of the potential conflict of interest is: If an appraisal has been completed by the contractor (organizationally) or by one of its employees or sub-contractors or by one of its employees or sub-contractors (individually), performance of the work requirement for this contract shall be considered a conflict of interest. If the contractor performed or was involved in the legal work for the foreclosure action which resulted in the acquisition of the title to the property by HUD, performance of the work requirement shall be considered a conflict of interest, and the contractor shall not perform the review of the title examination. However, the contractor shall remain responsible for having such work performed.
- (c) Offerors shall provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
- (1) Being able to render impartial, technically sound, and objective assistance or advice, or
 - (2) Being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict.
- (d) No award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer.

- (e) Refusal to provide the requested information or the willful misrepresentation of any relevant information by an offeror shall disqualify the offeror from further consideration for award of a contract under this solicitation.
- (f) If the Contracting Officer determines that a potential conflict can be avoided, effectively mitigated, or otherwise resolved through the inclusion of a special contract clause, the terms of the clause will be subject to negotiation.

L.7 HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

- (a) Proposals shall be submitted in two physically separate parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address and the date and time specified in the solicitation for proposal submission, plus the following information, must appear in writing on the outside of the package.

RFP NUMBER: R-DEN-01641

ATTN: DONNA MYLIUS, CONTRACT SPECIALIST

MAILROOM: DO NOT OPEN

Mail to:

U. S. Department of Housing and Urban Development
 Denver Field Contracting Operations
 Denver Placement Branch, 8ANCP
 633 17th Street
 Denver, CO 80202-3607

Or, hand deliver to:

U. S. Department of Housing and Urban Development
 Denver Field Contracting Operations
 Denver Placement Branch, 8ANCP
 633 17th Street, 14th Floor
 Denver, CO

- (b) (1) Proposals shall be submitted in an original and four (4) copies. The proposals shall be accompanied by a cover letter providing the following information:
 - (i) The RFP number to which the proposal is addressed.
 - (ii) The name and address of the firm submitting the proposal.
 - (iii) The name, title, telephone and fax numbers of the person(s) preparing the proposal.
 - (iv) The name, title, telephone and fax numbers of the point of contact for obtaining clarifications, discussions, or making contract award, if different from the name(s) in item (iii) above.
- (2) Part I shall be divided according to the stated evaluation factors. Pages within each part shall be numbered consecutively, including any exhibits, attachments, etc.
- (3) The total number of pages contained in Part I shall be limited to fifty (50) pages, exclusive of résumés. A page is considered to be one side of a single sheet of 8 ½ x 11-inch paper, single-spaced, using not smaller than 12-pitch type. Offerors are encouraged to use recycled paper and to use both sides of the paper. In the event the technical proposal exceeds fifty pages, exclusive of résumés, only the first fifty pages of the proposal will be evaluated. Résumés may be included in factor 1 or as an attachment to the technical proposal.
- (4) Proposals must contain enough detail to allow for thorough evaluation and sound determination of whether or not the offeror will be able to perform in accordance with the solicitation's requirements. Offerors should be careful that their proposals are neither too elaborate nor too general. Proposals should address this particular solicitation with specific statements relevant to the Statement of Work. The Government

considers all unsubstantiated statements such as “The offeror understands and will perform in accordance with Statement of Work” as being technically unacceptable.

(5) A facsimile proposal will not be accepted under this solicitation.

- (c) *Part I - Technical and Management Proposal* - A separate technical and management proposal must be submitted. The proposal shall clearly and sufficiently address the factors listed below (see Section M - Evaluation Factors for Award for a description of the information to be addressed and applicability).

1. *PRIOR EXPERIENCE*
2. *MANAGEMENT AND OVERSIGHT CAPABILITY*
3. *TECHNICAL UNDERSTANDING*
4. *PAST PERFORMANCE*
5. *PARTICIPATION OF SMALL, DISADVANTAGED BUSINESS (SDB) CONCERNS*

- (d) *Part II - Business Proposal*

1. *SF-33, SOLICITATION, OFFER, AND AWARD.* Complete the applicable sections of blocks 12 through 18 of the SF-33. Make sure you include your Dun and Bradstreet Universal Numbering System (DUNS) number. In addition, include acknowledgment of any amendments issued in this section.
2. *REPRESENTATIONS AND CERTIFICATIONS.* Complete the Representations and Certifications included in Section K of the solicitation and include them in this part. In addition, this section should include the Key Personnel from Section I. If applicable, submit SF-LLL, Disclosure of Lobbying Activities (see Section K, FAR 52.203-11).
3. *INFORMATION OTHER THAN COST OR PRICING DATA.* This solicitation does not require submission of certified cost or pricing data; however, the offeror shall submit sufficient supporting cost information to enable a determination that the offeror has a complete understanding of the requirements to be performed under the contract. The Government may conduct a price realism analysis, which may also be used by the Technical Evaluation Panel in its evaluation of the offeror's understanding of the Government's requirements under one or more of the evaluation factors.

All offerors shall submit as part of their offer a spreadsheet (developed by your own firm) which clearly illustrates the cost elements used by the contractor to achieve its price. The spreadsheet shall include, but not be limited to, the following cost elements:

- A. Direct labor
- B. Indirect labor
- C. General and administrative expenses
- D. Overhead
- E. Profit

4. *PRICE EVALUATION.* All offerors shall submit as part of their offer a completed Contractor Price Evaluation Worksheet (see attachment to Section M) or a similar format of their own.

L.8 HUDAR 2452.219-70 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

- (a) This provision is not applicable to small business concerns.
- (b) Consistent with the national interest, it is HUD policy that small business, women-owned small business and small business concerns that are owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of HUD work at the prime and subcontract level. Therefore, any contract awarded as a result of this solicitation shall fully comply with the intent of this policy, and the successful offeror shall agree to pursue an effective and comprehensive small

business, small disadvantaged business and women-owned small business subcontracting program in compliance with the FAR clause 52.219-8, Utilization of Small Business Concerns.”

- (c) Prior compliance with subcontracting plans shall be considered in determining the responsibility of an offeror (see FAR 9.104-3). Therefore, offerors having previous contracts with subcontracting plans shall provide the following information: agency name; agency point of contact; contract number; total contract value; a synopsis of the work required under the contract; the role(s) of the subcontractor(s) involved; and, the applicable goals and actual performance (dollars and percentages) for subcontracting with small, small disadvantaged, and women-owned small business concerns. This information shall be provided for the three most recently (within the last three years) completed contracts with such subcontracting plans.
- (d) The contract expected to result from this solicitation will contain the clause at FAR 52.219-9, Small Business Subcontracting Plan. In accordance with that clause, the offeror shall submit the complete subcontracting plan with the response to this solicitation. The content of the final plan is subject to negotiation. Failure to submit a complete subcontracting plan and negotiate its content in good faith shall make the offeror ineligible for the contract award.

L.9 HUDAR 2452.233-70 REVIEW OF CONTRACTING OFFICER PROTEST DECISIONS (OCT 1999)

- (a) In accordance with FAR 33.103 and HUDAR 2433.103, a protester may request an appeal of the contracting officer's decision concerning a protest initially made by the protester to the contracting officer. Such requests shall be made in writing to the cognizant head of the contracting activity (HCA, see definition at HUDAR Subpart 2.1) within 10 days (see FAR 33.101 for the definition of “days”) of the protester's notification of the contracting officer's decision.
- (b) The cognizant HCA shall make an independent review of the contracting officer's decision and provide the protester with the HCA's decision on the appeal.

L.10 QUESTIONS. Questions must be submitted in writing and received no later than the close of business December 20, 2000.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 SOURCE SELECTION PROCEDURES

- (a) HUD has determined to use the Conventional Source Selection method for this best value analysis: a combined pass/fail and trade off (PFTO) analysis process. HUD anticipates making award of a contract without entering into discussions with offerors; however, HUD reserves the right to engage in discussions if warranted. (See Section L, FAR 52.215-1.) In accordance with FAR 15.306(b), HUD may have communications with offerors before establishing a competitive range of offerors with whom to enter into discussions.
- (b) As identified in this solicitation, there are two (2) primary factors in the offeror's Part I - Technical and Management proposals that will be evaluated on a pass-fail basis. These factors are: 1) Prior Experience and 2) Management & Oversight Capability. They are of equal importance, and as a result of failing any one (1) of these factors, the entire proposal may be rated as technically unacceptable and may not be evaluated further. An offer may also be rated as technically unacceptable but capable of being made acceptable through discussions ("capable") or may be rated as technically acceptable (if the offeror has no significant deficiencies in its proposal). An offeror initially rated as "capable" or acceptable shall then be further evaluated qualitatively regarding its Technical Understanding, Past Performance, and use of Small Disadvantaged Business Concerns, as reflected in the factors listed in Section L.
- (c) After completion of technical evaluations, if the contracting officer (CO) determines to award without conducting discussions [see paragraph M.2(a) above], then offerors rated as "capable" will not be made acceptable through discussions. If the CO determines discussions are necessary, then based upon the ratings of each proposal against all the evaluation criteria, the CO will establish a competitive range comprised of the **most highly rated** proposals for which an efficient competition can be conducted.
- (d) After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations/clarifications). After exchanges are completed, offerors in the competitive range will be requested to submit a Final Proposal Revision (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and a contract will be awarded.
- (e) Regardless of whether or not exchanges take place, the final selection decision will be the result of a tradeoff analysis of Technical Understanding, Past Performance, SDB Concern Participation, and price. Past Performance will be evaluated and scored on a scale ranging from Unsatisfactory/Very High Performance Risk to Exceptional/Low Performance Risk. Offerors who have no past performance history to evaluate will be provided a neutral rating. Technical Understanding and SDB Concern Participation are also rated on a sliding scale, from Unsatisfactory to Exceptional. The selection official will analyze the pricing proposed and the Technical Understanding, Past Performance and SDB Participation and Past Performance to select the overall best value to the Government.

M.3 SET-ASIDE AWARD PROCEDURE

- (a) All potential offerors may submit proposals for the areas specified in Section B of this solicitation.
- (b) The Government will consider all offers on an unrestricted basis (i.e., all types and size of businesses are eligible to compete) in making the award(s) for geographic areas 1 and 2 for the Santa Ana, CA HOC.
- (c) (1) In accordance with FAR Subpart 19.5, any award for the area(s) resulting from this solicitation, will be made on a competitive (technical and cost) offers are received from eligible small business concerns.

- (2) If a minimum of two (2) competitive (technical and cost) offers from eligible small business are not received, the award for the areas specified in (c)(1) above will be made on an unrestricted basis.

M.4 EVALUATION OF SMALL DISADVANTAGED BUSINESS (SDB) CONCERN PARTICIPATION

One of the evaluation factors outlines the evaluation of the participation of SDB concerns in the offeror's proposal. All offers will be evaluated using this factor except SDB concerns (unless the SDB concern waives the price evaluation adjustment; see the next paragraph and Section I, FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concern.)

M.5 AWARD(S)

The Government plans to award (A) Geographic Area #1 first, and then (B) Geographic Area #2 second.

M.6 EVALUATION OF PRICING

- (a) The evaluated price for the solicitation will be established by multiplying the unit prices submitted by the estimated quantity for each of the stated performance periods. The estimated cost for each period will then be added to determine the total evaluated contract price before adjustment.
- (b) In accordance with paragraph M.3 above, price adjustments to the total evaluated contract price will be made to determine the overall evaluated contract price.
- (c) In accordance with Section I, FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns; a price evaluation factor of 10 percent will be added to the total evaluated contract price before adjustment of all offers which are not from an SBA-approved HUBZone small business concern (except HUBZone small business offerors which have waived the preference or from an otherwise successful small business). Additionally, in accordance with Section I, 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, a price evaluation factor of 10 percent will be added to offers that are not SDB concerns (except for SDB concerns which have waived the preference). In the event both price factors are used, they will be added to the offeror's prices independently, not sequentially. For example, if the SDB price factor is 10 percent and the HUBZone factor is 10 percent, a total of 20 percent will be added to the offeror prices submitted to establish the offeror's overall evaluated contract price.

M.7 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

- (a) The Government will make an award to the responsible offeror whose proposal conforms to the solicitation and is most advantageous to the Government (i.e. that which represents the best value), cost or price and other factors considered. The combined relative merit of the technical factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price has no established weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.
- (b) The Government may award a contract to other than the lowest-priced offeror. In the event two (2) or more offers are considered to be technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

M.8 TECHNICAL EVALUATION FACTORS

The following factors will be used by the Department to evaluate proposals. The offeror should carefully review the Factors for Award. In submitting a response to the Factors for Award, the offeror should provide a full, clear, and complete response, carefully checking the Proposal Content Instructions given in Section L of this RFP.

- (a) Prior Experience. Offeror shall provide documented evidence of the offeror's staff performance of the same or substantially similar services as those required by the statement of work, and shall specifically include:
 - (1) Experience in performing closing services for the entire three year period prior to the closing date of

the solicitation, and

(2) At least three years of experience in managing and overseeing employees who perform closing activities. Each person proposed to perform specific closing or management/oversight functions must have the experience to do so. Documented evidence includes resumes of key personnel reflecting the historical facts and work experience of the company's key personnel—what work was performed, where, and whom did they perform for, and then adds qualitative judgments about the depth, breadth, and relevancy of experience based upon those observations (evaluation of the quality of the work experience is evaluated under the past performance factor).

Resumes shall clearly show the manager/employee/subcontractor meets qualification requirements. Resumes shall reflect the individual is an employee of the offeror or, if not already an employee, include an attached letter of intent to work for the offeror if awarded the contract.

- (b) Management and Oversight Capability. Offeror shall provide adequate information to demonstrate the ability to manage and oversee the work to be performed for each geographic area proposed to ensure quality of performance. Sufficient evidence will include, at a minimum,

- (1) an acceptable quality control plan,
- (2) acceptable evidence of a plan to handle conflicting and/or multiple use of resources if employees or subcontractors will be used on other contracts, and
- (3) an acceptable plan for identifying and managing cases where any organizational or individual conflict of interest might be identified.

An acceptable quality control plan will, at a minimum, identify the methods/processes the offeror will use to oversee contract performance and which will clearly ensure quality and timely performance and prevent, detect, and correct any deficiencies in contract performance with little or no need for Government intervention. An acceptable QC plan will also include acceptable procedures, processes, and controls the contractor will use to prevent/eliminate the potential for fraud, waste, or abuse of HUD funds and/or any other funds received in the performance of the contract.

An acceptable plan for managing conflicting/multiple use of resources will identify all known individuals, including managers, employees and subcontractors, proposed to be used in any aspect of contract performance, which individuals may be used on multiple contracts or other contractor efforts, and will reflect sufficient allocations of time the individuals will perform on this contract versus other duties to ensure acceptable performance.

An acceptable plan for managing potential or actual organizational or individual conflicts of interest will ensure that the offeror has an acceptable method of establishing whether any potential conflict of interest exists, or even the appearance of any such conflict, and will reflect how any identified conflict of interest will be resolved to the satisfaction of the Government to eliminate, to the maximum extent possible, Government involvement in resolving the conflicts.

- (c) Technical Understanding. Offeror shall submit a complete technical plan to perform the work, which clearly reflects an understanding of the skills and processes needed to perform the work within the required parameters identified in the Statement of Work.

- (1) The plan shall be detailed sufficiently and clearly outlines how work is to be assigned and address time frames within which assignments are to be completed.
- (2) The plan clearly shows how the projected numbers of staff will perform the estimated quantities of work required in each geographic areas covered by the proposal, including time-on-task estimates for each function; e.g., managing staff, performing closing activities, performing quality control actions, etc.

- (d) Past Performance. Offeror shall submit past performance information sufficient to enable the Government to conduct a performance risk evaluation based upon the past performance of the offeror, participants in teaming arrangements or joint ventures, proposed major subcontractors, and key personnel as it relates to the probability of successfully performing the solicitation requirements. This is a qualitative judgment

based upon observations on how well the company, subcontractors, and key personnel performed in the past, based upon information submitted by the offerors as well as additional information obtained by the evaluation panel through other means, including, but not limited to, surveys of references provided by the offeror and past performance data accumulated or provided by other contracting activities.

Relevant information would include information on all contracts performed within the past three (3) years performed by the contractor, subcontractors (including teaming arrangement, joint ventures, and partnerships, etc.) and key personnel of both the prime contractor and key subcontractors (including any predecessor names the prime or subcontractors may have used). The information to be provided shall include the names of the contractor, subcontractor, and key personnel who were responsible for the overall management and oversight of the contract, the name, address, point of contact, phone number of the customer, a brief description of the work performed, award and completion dates, and the estimated value of the contract.

While all contracts must be disclosed, not all references will be checked. Primary emphasis will be on evaluating information on most recent performance and which is most similar to the services to be provided under the solicitation, but all information may be checked to establish quality of performance and whether management was responsive and/or available to prevent, detect, and resolve problems. The highest rating for this factor may be obtained by having 1) most recent, 2) similar services, 3) of the highest quality performance. This factor does not evaluate personnel qualifications of quantitative experience, as the prior experience factor does, but rather how well, or qualitatively, a contractor has performed.

Offerors shall identify any significant problems encountered in the performance of the identified contracts and describe actions taken to detect and correct the problems and prevent recurrences.

Offerors shall also describe the portion of the contract services that are to be performed by proposed subcontractors to ensure a meaningful evaluation of each major subcontractor is performed. In submitting past performance information on its proposed subcontractors, the offeror shall submit a signed consent statement from the proposed subcontractors which will enable the Government to release information obtained regarding past performance of the subcontractor outside of the information submitted by the offeror, to the offeror, in the event discussions or debriefings are required. Failure to provide the consent statement may result in HUD's inability to release any negative past performance information regarding a subcontractor to the offeror, thereby resulting in HUD not being able to initiate discussions with the offeror if deemed necessary.

Offerors with no past performance will receive neither a favorable nor an unfavorable evaluation for this factor.

- (e) Participation of Small Disadvantaged Business (SDB) Concerns. Offeror shall submit information which clearly identifies intentions for participation of SDB concerns in the performance of the contract. Information submitted includes targets for SDB participation, expressed in terms of dollars and percentages of total contract value, by the contractor, including joint venture partners and teaming members. The proposal shall also provide targets for SDB participation by key subcontractors. Information submitted should also include the certification by the SBA or proof of application to the SBA by the entity, or proof of compliance with 13 CFR 124.1002f for joint ventures of all SDB concerns proposed to used.

Proposals will be evaluated on:

- (a) The extent to which SDB concerns are specifically identified;
- (b) The extent of commitment to use SDB concerns;
- (c) The realism of the proposal; and
- (d) The extent of participation of SDB concerns in terms of the value of the total acquisition.

NOTE 1: Offerors who have certified themselves as SDB concerns will not be evaluated under this factor unless they have waived the price preference (See Section L, FAR 52.219-24, SDB Participation Program - Targets, and Section I, FAR 52.219-23, Notice of Price Evaluation Adjustment for SDB Concerns.)

NOTE 2: Any SDB concerns specifically listed as being committed to the performance of the contract will be

Service: Closing Services

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incorporated into the subsequent contract award. The contractor will not be able to substitute the use of another contractor for that listed without the consent of the Contracting Officer.

CONTRACTOR COST ESTIMATE WORKSHEET

Preparer Name:		Signature and Date:		
RFP Number:		Geographic Area:		
DESCRIPTION OF COST ELEMENTS (a)	BASE (b)	RATE (c)	SUBTOTALS (d)	TOTALS (e)
1. DIRECT LABOR - CATEGORIES	Estimated Number of Hours	Hourly Rate (\$)		
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
TOTAL DIRECT LABOR			\$	
2. LABOR OVERHEAD AND FRINGE BENEFITS	Estimated percent			
FRINGE BENEFITS		\$		
OVERHEAD		\$		
TOTAL LABOR OVERHEAD			\$	
3. TRAVEL				\$
4. SUBCONTRACTS - TYPE/PURPOSE	No. of Hours/Days	Hourly/Daily Rate		
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
TOTAL SUBCONTRACTING COSTS			TOTAL SUBCONTRACT COSTS	\$
5. OTHER DIRECT COSTS - CATEGORIES				
		\$		
		\$		
		\$		
		\$		
		\$		
TOTAL OTHER DIRECT COSTS			\$	
6. CONSULTANTS				\$
7. TOTAL DIRECT COSTS AND OVERHEAD				\$
8. GENERAL AND ADMINISTRATIVE EXPENSE (G&A)	percent			\$
9. TOTAL COSTS				\$
10. PROFIT	percent			\$
11. TOTAL ESTIMATED COST AND PROFIT				\$
12. UNIT PRICE (Block 11 divided by the estimated quantity)				\$

CONTRACTOR COST ESTIMATE WORKSHEET INSTRUCTIONS

Complete this worksheet to estimate the total annual costs for performing the contract for the base period of the contract, based upon the estimated quantity in the solicitation. If the option period prices substantially differ from the base period (more than normal inflation allowance e.g. startup costs in the base period), then additional sheets should be prepared for the option periods. Numbers may be rounded to the nearest dollar.

ITEM 1: Direct Labor

Enter labor by category and skill level in column (a). If more than one person is proposed in a category, enter the number of persons in parentheses. Enter the estimated total number of hours for all personnel in the category in which the labor will be required (if 2080 hours per year is the basis for one staff year, then the above example for 5 full time appraisers would be $2080 \times 5 = 10,400$ hours) in column (b). Enter the estimated hourly rate for each labor category in column (c). Multiply the amount in column (b) by the amount in column (c), and enter the product in column (d). Add the amounts in column (d) and enter that total in the row labeled TOTAL DIRECT LABOR.

ITEM 2: Labor Overhead and Fringe Benefits

Enter the estimated rates (percentages) for fringe benefits and labor overhead in the blanks in column (c). Multiply these percentages by the amount for TOTAL DIRECT LABOR in 1(e) above and enter the results in column (d). Add the two totals and enter the sum in column (e) of the row labeled TOTAL LABOR OVERHEAD.

ITEM 3: Travel

Enter the total estimate in column (e).

ITEM 4: Subcontracts

For each type of subcontract, enter the estimated number of hours/days in column(b). Enter the hourly/daily rate in column (c). Multiply each rate by the number of hours/days and enter the result in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL SUBCONTRACT COSTS.

ITEM 5: Other Direct Costs

Enter each type of cost to be directly incurred and attributable solely to this contract in column (a) and its corresponding total cost in column (d). Add the totals in column (d) and enter the sum in column (e) of the row labeled TOTAL OTHER DIRECT COSTS.

ITEM 6: Consultants

Enter the sum of the total amounts for all consultants in column (e)

ITEM 7: Total Direct Cost and Overhead

Add the amounts in 1(e) through 6(e) and enter the sum.

ITEM 8: General and Administrative (G&A)

Enter the estimated G&A (sometimes referred to as company overhead) rate in column (c) and multiply it by the amount in 7(e) above. Enter the result in column (e).

ITEM 9: Total Estimated Costs

Add the amounts in 7(e) and 8(e) enter the sum in column (e).

ITEM 10: Profit

Enter the amount percentage of profit appropriate for a fixed unit price contract in (c), multiply the percentage by the amount in 9(e), and enter the calculated amount in column (e).

ITEM 11: Total Estimated Cost and Profit

Add the amounts in 9(e) and 10(e). Enter the sum in column (e). This is the grand total of the Contractor Cost Estimate for the base period of performance based upon the estimated quantity in the solicitation.

ITEM 12: Unit Price

Divide the amount in 11(e) by the estimated quantity for the area proposed. Round to the nearest dollar.